

RESOLUTION NO. 07-64

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PLANNING FUNDING AGREEMENT WITH NEXTEL OPERATIONS, INC., A SUBSIDIARY OF SPRINT NEXTEL CORPORATION, A KANSAS CORPORATION, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", THAT PROVIDES FOR NEXTEL OPERATIONS TO PAY THE CITY FOR THE COST OF PLANNING ACTIVITIES IN CONNECTION WITH THE REBANDING OR RECONFIGURATION OF THE 800 MHz CHANNEL OR FREQUENCY USED BY THE CITY IN AN ESTIMATED AMOUNT NOT TO EXCEED \$137,006.50.

WHEREAS, Sprint-Nextel operated on a band or frequency that was close to and was subject to interference with, most local government public safety communications systems operating a 800 MHz channel, including the City of Hialeah; and

WHEREAS, pursuant to a series of orders of the Federal Communications Commission (FCC) in 2004, certain licensees of 800 MHz channels used in public safety or other systems were required to relinquish their existing channels and relocate their systems to other licensed channels and Sprint-Nextel was also required to relinquish some of its existing channels and provide and pay relocation (planning costs) funds to relocate the local government public safety systems onto replacement channels and reconfigure their systems so that they are comparable facilities; and


WHEREAS, the FCC further mandated that Sprint-Nextel negotiate the terms and conditions of the reconfiguration agreements with local governments and to reimburse local governments for planning costs involving reconfiguration, including legal fees, analysis of proposed new frequencies, creating an inventory of subscriber equipment and infrastructure facilities, interoperability planning, engineering and implementation planning and project management required for planning; and

WHEREAS, the FCC appointed a Transition Administrator to assure that the rebanding initiative proceeds on schedule in a planned and coordinated manner so that the disruption to a licensee's system is minimized.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:


Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Planning Funding Agreement with Nextel Operations, Inc., a subsidiary of Sprint Nextel Corporation, a Kansas corporation, a copy of which is attached hereto and made a part hereof as Exhibit "1", that provides for Nextel Operations to pay the City for the cost of planning activities in connection with the rebanding or reconfiguration of the 800 MHz channel or frequency used by the City in an estimated amount not to exceed \$137,006.50.

PASSED AND ADOPTED this 12 day of June, 2007.



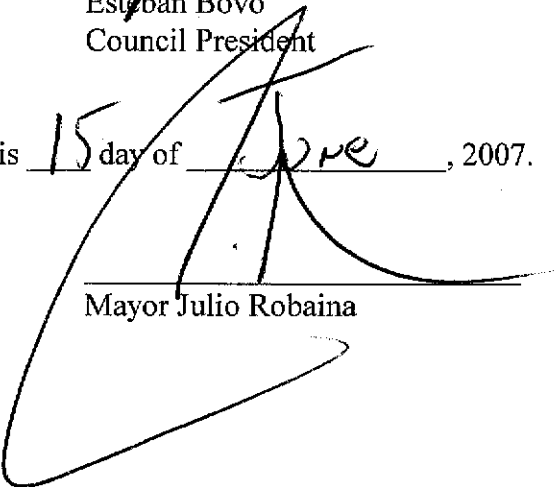
Esteban Bovo
Council President

Attest:



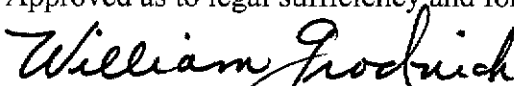
Rafael E. Granado, City Clerk

Approved on this 15 day of June, 2007.



Mayor Julio Robaina

Approved as to legal sufficiency and form:



William M. Grodnick, City Attorney

s:/wmg/legisl/reso-07/nextelplanningfundingagreement.doc

Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

May 30, 2007

Via FedEx

Antonio E. Arce
City of Hialeah
Telecommunications Division
83 East 5th Street – Room 239
Hialeah, FL 33010

Jenice K. Goffe
D 202.778.9014
F 202.778.9100
jenice.goffe@klgates.com

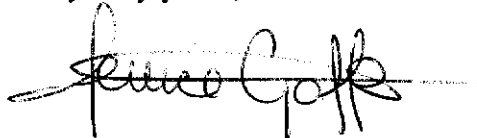
Dear Antonio:

Enclosed are two copies of the Planning Funding Agreement by and between the City of Hialeah, Florida and Nextel Operations, Inc. After reviewing the documents, please ensure execution where indicated by the yellow flags and completion of the Incumbent Information Form, which is also enclosed:

1. Page 1 - Please be sure to date the first paragraph;
2. Page 5 – Execution of agreement and approval of Financial Officer;
3. Page 16 – Schedule C – Certification of Planning Cost Estimate;
4. Page 17 - 18 – Exhibit 1:
 - All “Incumbent Information” entered in spaces provided;
 - Include all required Bank Account Information or sign in the box at the bottom of the page acknowledging that the Incumbent prefers to receive payment by check;
 - Tax Information; and,
 - Acknowledgement/Certification of Information provided for Exhibit I.

Please return the executed agreements to me in the enclosed Federal Express envelope, which is provided for your convenience. Please do not hesitate to contact me if you have any questions.

Very truly yours,



Jenice K. Goffe

JKG/kem
Enclosures

**PLANNING FUNDING AGREEMENT
[800 MHZ RECONFIGURATION]**

This PLANNING FUNDING AGREEMENT ("Agreement") is made this ____ day of ____, 2007 by and between The City of Hialeah, a political subdivision of the State of Florida ("Incumbent"), having an address of 501 Palm Avenue Hialeah, Florida 33010, and Nextel Operations, Inc., a wholly owned indirect subsidiary of Sprint Nextel Corporation, a Kansas corporation ("Nextel") having an address of 2001 Edmund Halley Drive, Reston, VA 20191. Nextel and Incumbent may be referred to collectively in this Agreement as the "Parties."

RECITALS:

A. On August 6, 2004, the Federal Communications Commission ("FCC") issued a report and order to reconfigure the frequency allocations in the 800 MHz band ("Reconfiguration"), including frequency allocations on which Incumbent and Nextel are currently authorized to operate (respectively, the "Incumbent Frequencies" and "Replacement Frequencies").

B. On December 22, 2004, the FCC issued a Supplemental Order and Order on Reconsideration. The August 6, 2004 and December 22, 2004 FCC orders, any binding actions issued by the Transition Administrator pursuant to its delegated authority under the orders ("Actions"), and any supplemental FCC orders in the Reconfiguration proceeding or subsequent Actions after the date of this Agreement, are collectively referred to as the "Order."

C. Pursuant to the Order, Nextel and Incumbent intend to enter into an 800 MHz Frequency Reconfiguration Agreement ("Reconfiguration Agreement") that will define the Parties' respective obligations regarding the Reconfiguration, including without limitation Nextel's obligation to pay for reasonable costs incurred in effecting the Reconfiguration.

AGREEMENT:

1. **Planning Cost.** In order to facilitate negotiation of the Reconfiguration Agreement involving the license(s) for the Incumbent Frequencies granted by the FCC as identified in Schedule A (the "Incumbent Licenses") and in accordance with the work described in the Statement of Work attached to this Agreement as Schedule B, Nextel will pay the cost of the planning activities identified on Schedule C attached hereto ("Planning Cost") in an amount not to exceed the Planning Cost estimate set forth on Schedule C ("Planning Cost Estimate"). All Planning Costs incurred for internal labor must be consistent with the Transition Administrator Incumbent Labor Rate Reimbursement Policy as set for at www.800TA.org. The planning activities and deliverables identified in Schedule B will commence upon execution by both Parties of this Agreement ("Agreement Execution") and will be completed no later one hundred and eighty (180) days following Agreement Execution.
2. **Payment Terms.** Nextel will make payments in accordance with the payment terms identified on Schedule C for both payments made directly to Incumbent and payments made on behalf of Incumbent directly to each third party vendor or service provider identified on Schedule C ("Planning Vendor").
3. **Confidentiality.** The terms of this Agreement and any proprietary, non-public information regarding the Incumbent Frequencies, Replacement Frequencies, Nextel's business and Incumbent's business must be kept confidential by the Parties and their

employees, shareholders, agents, attorneys and accountants (collectively, "Agents"), which confidentiality will survive final payment or termination of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law, including without limitation any disclosures required pursuant to Florida Public Records law, and to the Transition Administrator and to a Planning Vendor [but only to the extent that such disclosure specifically relates to that Planning Vendor's work and costs under this Agreement (as identified on Schedule C)] as required to perform obligations under this Agreement, provided, however, that each Party will cause all of its Agents to honor the provisions of this Section. Nextel, Incumbent and their respective Agents may make disclosures regarding the terms of this Agreement to other public safety licensees and their Agents. Each party involved in such disclosures shall cause all of its Agents to confine the disclosure of the terms of this Agreement to only public safety licensees and will advise the party to whom the disclosure was made, to limit further disclosure to only public safety licensees in accordance with the FCC Order, WT Docket No. 02-55, adopted January 8, 2007.

4. **Review Rights.** In order to enable the Transition Administrator to comply with its audit obligations under the Order, Incumbent agrees to maintain records and other supporting evidence related to the costs that Incumbent has expended in connection with planning activities related to the Reconfiguration and that Nextel has paid or will pay to Incumbent pursuant to this Agreement. Incumbent agrees to maintain such records and make them reasonably available to the Transition Administrator for review or reproduction until twenty-four (24) months after Closing, as defined in Section 7, or for a longer period if Incumbent, for its own purposes, retains such records for a longer period of time. As used in this provision, "records" includes books, documents, accounting procedures and practices and other data regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form.
5. **Changes.** If either Party believes that a change to the planning activities contemplated by the Planning Cost Estimate is required (including changes by Planning Vendors), such Party will promptly notify the other Party in writing. Such written notice (the "Planning Funding Change Notice") shall set forth (i) a description of the scope of the change believed to be necessary and (ii) an estimate of any increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. A Party receiving a Planning Funding Change Notice shall immediately perform its own analysis of the need for and scope of the change and its impact on the Planning Cost Estimate and within fourteen (14) business days schedule and negotiate the change in good faith with the other Party. Within ten (10) business days after the Parties have agreed upon a change to this Agreement, they shall prepare a proposed amendment to this Agreement pursuant to Section 13 and submit to the Transition Administrator a copy of the proposed amendment together with a written request for its approval. Such request shall be accompanied by reasonable documentation supporting the need for and scope of the change and any proposed increase or decrease in the Planning Cost Estimate and in the time required to finish planning for the reconfiguration of Incumbent's existing facilities. Incumbent is responsible for all changes necessary as it relates to work performed by a Planning Vendor on behalf of Incumbent. No change to the Planning Cost Estimate, the planning activities contemplated by the Planning Cost Estimate or the time required to finish planning for the Reconfiguration of Incumbent's existing facilities shall become effective until the Transition Administrator has approved the change in writing and both Parties have signed an amendment incorporating such approved change into this Agreement pursuant to Section 13.

6. **Disputes.** The Parties agree that any dispute related to Nextel's obligation to pay the cost of any planning activities related to the Reconfiguration of Incumbent's system contemplated by this Agreement, which is not resolved by mutual agreement, shall be resolved in accordance with the dispute resolution provisions of the Order, as it may be amended from time to time.
7. **Closing.** The closing ("Closing") of the transactions contemplated by this Agreement will take place after delivery by Incumbent to Nextel of: (i) all receipts, invoices and other documentation required to substantiate the actual costs of the planning activities contemplated by the Planning Cost Estimate ("Actual Planning Costs") and certification that any Actual Planning Costs incurred for internal labor are consistent with the Transition Administrator policy on Incumbent labor Rate Reimbursement as identified at www.800TA.org; and (ii) a copy of all deliverables required to be delivered pursuant to the Statement of Work. Prior to Closing, Incumbent will submit to Nextel documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the Actual Planning Costs. Upon receipt by Nextel of documentation of the Actual Planning Costs, Nextel and Incumbent will within twenty five (25) business days reconcile the Actual Planning Costs against the payments made by Nextel to Incumbent pursuant to this Agreement and the Parties will agree upon the amount of any additional payments due to Incumbent or any refunds due to Nextel.
8. **Reconciliation.** The effective date of agreement on reconciliation of the Actual Planning Costs and signing of the Closing documents by both Parties is considered the "Planning Funding Reconciliation Date." Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Planning Funding Reconciliation Date, provided the additional payments do not result from Actual Planning Costs that exceed the Planning Cost Estimate. Any refunds due to Nextel from Incumbent will be made within thirty (30) days of the Planning Funding Reconciliation Date. In the event Incumbent's Actual Planning Costs exceed the Planning Cost Estimate, Incumbent must submit a Planning Funding Change Notice pursuant to Section 5 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Planning Costs exceeding the Planning Cost Estimate. Approval of any Planning Funding Change Notice will not be automatic but will be processed in accordance with Section 5 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Planning Costs over the Planning Cost Estimate, as agreed on the Planning Funding Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Planning Funding Change Notice and execution by both Parties of an amendment incorporating such approved change into this Agreement pursuant to paragraph 13.
9. **Vendor Performance Issues:** Incumbent will select and contract directly with any vendor or service provider performing the planning activities. Neither the Transition Administrator nor Nextel will be responsible for, or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement.
10. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of an Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision"

means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its reasonable discretion, to be adverse to its interests. In the event of termination due to an Adverse Decision, Nextel will pay Incumbent for all costs incurred up to the date of termination plus i) any and all costs which Incumbent is contractually obligated to pay to any Planning Vendor and set forth on Schedule C and incurred prior to the date of termination, and (ii) any and all costs, if any, needed to return Incumbent's existing facilities to the status quo ante.

11. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:

<p>If to Incumbent, to:</p> <p>City of Hialeah Telecommunications Division Attn: Antonio E. Arce 83 East 5th Street – Room 239 Hialeah, FL 33010</p> <p>With a copy that shall not constitute Notice to:</p> <p>Ila L. Feld, Esq. LEIBOWITZ & ASSOCIATES, P.A. One Southeast Third Avenue Suite 1450 Miami, FL 33131 Phone: (305) 530-1322 Fax: (305) 530-9417 IFeld@broadlaw.com</p>	<p>If to Nextel, to:</p> <p>Nextel Operations, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4000 Fax: (703) 433-4483</p> <p>With a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: William M. Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>
	<p>And a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation Attn: Rob Easton, Director, Spectrum Development 114 Coronation Circle Bountiful, UT 84010 Fax: (801) 296-6556 Phone: (801) 294-4810</p>

12. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.
13. **Amendments:** This Agreement, including without limitation the scope of the planning activities contemplated hereby and the Planning Cost Estimate thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties, provided, however, no amendment or modification to this Agreement shall become effective until approved by the Transition Administrator.
14. **Benefits:** This Agreement is for the benefit of the Parties and their successors and permitted assigns, and nothing in this Agreement gives or should be construed to give any legal or equitable rights under this Agreement to any person or entity, other than (i) the successors and assigns of the Parties, and (ii) the Transition Administrator as specifically provided for in Sections 3, 4, 5, 8, 9 and 13.
15. **Miscellaneous:** If any provision(s) of this Agreement is held in whole or part, to be invalid, void or unlawful by any administrative agency or court of competent jurisdiction, then such provision(s) will be deemed severable from the remainder of this Agreement, will in no way affect, impair or invalidate any other provision contained in the Agreement and the Parties will use their commercially reasonable efforts to amend this Agreement to make the unlawful provision compliant with applicable law so as to preserve the rights and obligations of the Parties. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement, together with the Schedules, constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. This Agreement is governed by the laws of the State of Florida without regard to conflicts of law principles thereof. The parties agree that the proper venue for any proceeding at law or in equity shall be Miami-Dade County, Florida. This Agreement may be executed in one or more counterparts, including by facsimile, which will be effective as original agreements of the Parties executing the counterpart.


Alex Vega
OMB Director
Financial Officer)

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

INCUMBENT:

City of Hialeah, FL

By: _____

Name: Julio Robaina

Title: Mayor

NEXTEL:

Nextel Operations, Inc.

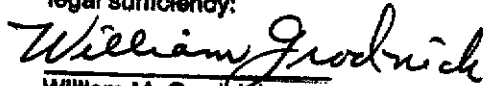
By: _____

Name:

Title:

Attest: _____
Rafael E. Granado
City Clerk

Approved as to form and
legal sufficiency:


William M. Grodnick
City Attorney

SCHEDULE A

INCUMBENT LICENSE(S) INVOLVED IN PLANNING ACTIVITIES

WPCT375	WPNW940		

SCHEDULE B

STATEMENT OF WORK

<i>Start Date</i>	<i>End Date</i>
Upon Agreement Execution	180 days from Agreement Execution

1.0 System Description

The City of Hialeah operates one 800 MHz radio system. The system is a 10 channel 3 site trunked simulcast. All 10 channels are NPSPAC and will need to be reconfigured to the new NPSPAC band. The radio system supports all of the City's public safety and public works voice communications requirements. There are approximately 1558 mobiles and portables on the system. The City has inventory records for 1475 radios as each department purchases their own radio equipment. The number of portable and mobile equipment must be verified by inventory.

Table System Description:

<u>System Description</u>	
Number of <u>mobile</u> units used for day-to-day communications covered by this RFPP (used to calculate per unit cost); include control stations and SCADA units	464 (must be verified by inventory)
Number of <u>portable</u> units used for day-to-day communications covered by this RFPP	1094 (must be verified by inventory)
Number of channels covered by this RFPP (exclude channels not to be reconfigured)	10
Number of sites to be inventoried under this RFPP	3
Number of entities using the 800 MHz system being reconfigured	Police, Fire and Public Works

2.0 Frequency Analysis

2.1 Co-channel Analysis

Co-channel/adjacent channel analysis is not necessary for NPSPAC frequencies.

2.2 Combiner and Receiver Multi-coupler Suitability

Motorola will evaluate the suitability of the existing combiner equipment impacted by rebanding. Some combiners can readily be adjusted to the new rebanded frequencies, others cannot. Depending on the condition of the equipment, readjustment may not be possible without risking damage to the combiner. In addition, signal loss (decreased coverage) may occur if the new rebanded frequencies are spaced closer than the original frequencies. Combiner cable requirements also need to be considered based on the licensee's cutover plan. Additionally, Motorola will analyze the impact on the new frequency plan will have on City

of Hialeah existing multi-coupler systems and determine if retuning or replacement is necessary. Motorola will evaluate these potential issues as part of the combiner suitability assessment.

2.3 Intermodulation Study

Motorola will conduct an intermodulation study to identify possible harmful RF emissions and interactions at each site affected by rebanding. Motorola will provide a report and recommendation to the City of Hialeah. If the proposed frequencies cannot be effectively used at the appropriate sites, Motorola will notify the City of Hialeah.

One site has up to six UHF channels for other public safety operations at the same site.

Two sites are 800 MHz only. All sites have some potential for degradation due to proximity of Channel 69 TV Broadcast.

2.4 Other Frequency and Interference Analysis

Motorola will quote and provide additional frequency analysis services as requested by the City of Hialeah

Frequency and Interference Analysis deliverables include:

Deliverables	Estimated Date of Completion
Co-Channel Analysis report for reconfiguration proposal	N/A
Combiner Suitability report for reconfiguration proposal	3.7 months after kick-off meeting
Intermodulation analysis report for reconfiguration proposal	3.7 months after kick-off meeting
Other Frequency Analysis	N/A

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Frequency and Interference Analysis							
Co-channel Analysis							
Combiner Suitability			8	\$64.50	\$516.00		<i>City Technical Staff</i>
Intermodulation Study							
Other Frequency and Interference Analysis							
Total Internal Cost			8		\$516.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Frequency and Interference Analysis							
Co-channel Analysis							
Combiner Suitability			8	\$175.00	\$1,400.00		<i>Motorola</i>

Intermodulation Study			15	\$175.00	\$2,625.00		Motorola
Other Frequency and Interference Analysis							
Total Vendor Cost			23		\$4,025.00		

3.0 System Inventory

3.1 Infrastructure Inventory

The City will use Motorola and City Technical Staff to conduct an inventory of the City's fixed end equipment to determine the suitability of the equipment and system design effort for rebanding.

The inventory and design effort will take place on an operational radio communications system therefore unplanned interruptions to dispatch operations are not acceptable.

Any inevitable required interruptions part of the inventory or the rebanding process itself are required to be planned in advance and agreed upon by the City of Hialeah and all applicable parties.

The inventory services conducted by Motorola will be limited to the equipment specifically affected by rebanding.

3.2 Subscriber Inventory

The City of Hialeah will use Motorola and City Technical Staff to conduct a detailed inventory of subscriber units to determine which units require retuning, reprogramming and / or replacement. This inventory effort should not disrupt day to day operations and requires advanced planning agreed upon by the City of Hialeah and all applicable parties.

System Inventory deliverables include:

Deliverables	Estimated Date of Completion
Infrastructure Inventory – An inventory of the infrastructure of the radio system	3.7 months after the kick-off meeting
Subscriber inventory report for reconfiguration proposal	3.7 months after the kick-off meeting

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
System Inventory							
Infrastructure Inventory				22	\$1,419.00		City Technical Staff
Subscriber Inventory				25	\$1,612.50	\$7,151.50	City Technical Staff
Total Internal Cost				47	\$3,031.50	\$7,151.50	

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
-------------------------------------	-------------------	-----------------	--------------------	-------------------	--------------------------	-----------------	--------------------

System Inventory							
Infrastructure Inventory				22	\$175.00		Motorola
Subscriber Inventory				25	\$148.00		Motorola
Total Vendor Cost				47	\$7,550.00		

4.0 Engineering/Implementation Planning

4.1 Interoperability Planning

The City of Hialeah has mutual aid agreements with two cities that are adjacent to it, City of Miami and City of Miami Beach. Those cities operate their own radio system using their own Motorola radio equipment. The mutual aid agreements include sharing of talk groups between systems for Police and Fire interoperability. The cities will each reconfigure their systems but coordination is required to insure that interoperability is not down during the reconfiguration of all 3 cities. Coordination between all 3 cities is required; therefore labor and expenses are included for the City representatives and Motorola to meet a total of 4 times during the planning process at 40 travel miles, \$.44 reimbursement per mile.

4.2 Site Reconfiguration Planning

The City's staff is not large enough to plan the reconfiguration or to provide labor to reconfigure the system. The City proposes to use Motorola to plan the reconfiguration and to develop a MOP for the reconfiguration. The MOP also includes the cutover plan from the current frequencies to the new ones as well as a fall back plan to ensure consistent operation of all system functionality throughout the rebanding configuration. Motorola will develop a plan and costs for each of the 3 sites of our radio system. Motorola will participate in the interoperability coordination meetings and is tasked with coordinating the City's reconfiguration plan with the other two cities to insure the systems remain operational and support the interoperability needs during the reconfiguration.

4.3 Retune/Reprogram/Replace Determination

The 800 MHz fixed network equipment (FNE) and subscriber inventory must be audited to determine if upgrades are required to the software, hardware and firmware in order to support the new rebanding software as well as new NPSPAC channels. The assessment includes manufacturer information, software versions, system platform, release versions and hardware configuration. Results of the suitability will determine what FNE will be returned or reprogrammed or replaced and the effort required performing this work. The evaluation of the network and subscriber inventory will provide a retune, reprogram, upgrade or replace decision for each piece of equipment in the system that is affected by rebanding.

Engineering/Implementation Planning deliverables include:

Deliverables	Estimated Date of Completion
Interoperability plan section of reconfiguration proposal	3.7 months after kick-off meeting
Develop methods of procedures for equipment to be reconfigured for reconfiguration proposal	3.7 months after kick off meeting
Develop and document cutover and fallback plans to be included in the reconfiguration proposal	3.7 months after kick off meeting
Develop and document baseline and acceptance test plan to be included in the reconfiguration proposal	3.7 months after kick off meeting

Suitability assessment report for inclusion in the reconfiguration proposal	3.7 months after kick off meeting
---	-----------------------------------

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Engineering/ Implementation Planning							
Interoperability Planning			5	\$64.50	\$322.50		City Technical Staff
Site Reconfiguration Planning			79	\$64.50	\$5,095.50		City Technical Staff
Retune/Reprogram/ Replace Determination			59	\$64.50	\$3,805.50		City Technical Staff
Total Internal Cost			143		\$9,223.50		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Engineering/ Implementation Planning							
Interoperability Planning			5	\$175.00	\$875.00		Motorola
Site Reconfiguration Planning			79	\$175.00	\$13,825.00		Motorola
Retune/Reprogram/ Replace Determination			59	\$175.00	\$10,325.00		Motorola
Total Vendor Cost			143		\$25,025.00	\$4,673.00	

5.0 Legal Costs (Limited to attorney's fees, no project management costs)

5.1 PFA Negotiations

The City requires outside legal assistance to negotiate a PFA with Sprint Nextel. Leibowitz & Associates, P.A. will be used for that support.

5.2 PFA Contract Review

The City Attorney must review the contract for city specific terms and conditions.

5.3 FRA Negotiations (optional)

The City requires outside legal assistance to negotiate an FTA with Sprint Nextel, Leibowitz & Associates, P.A. will be used for that support.

5.4 FRA Contract Review (optional)

The City Attorney must review the contract for city specific terms and conditions.

Internal Labor Table - PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Legal (PFA)							
PFA Legal Advice			4	\$150.00	\$600.00		City Law Dept
PFA Negotiations			10	\$150.00	\$1,500.00		City Law Dept
PFA Contract Review			14	\$150.00	\$2,100.00		City Law Dept
Total Internal Cost			28		\$4,200.00		

Vendor Labor Table - PFA

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Legal (PFA)							
PFA Legal Advice			4	\$325.00	\$1,300.00		Leibowitz & Associates P.A.
PFA Negotiations			10	\$325.00	\$3,250.00		Leibowitz & Associates P.A.
PFA Contract Review			14	\$325.00	\$4,550.00		Leibowitz & Associates P.A.
Total Vendor Cost			28		\$9,100.00	\$300.00	

6.0 Project Management

6.1 Planning Support

The City of Hialeah will use Motorola to manage the overall planning project. Motorola will oversee the project plan for the rebanding effort to ensure a smooth execution of all deliverables and that the requirements of the City of Hialeah are fully met. The Project Manager will participate in all major activities associated with the reconfiguration planning activities. The Project Manager will coordinate with the City of Hialeah, Motorola's MSS and any subcontractor or other third party organization participating in this work to keep this effort within the agreed upon schedule. Activities such as project meetings, obtaining and evaluating subcontractor quotes, monitoring subcontractor and project team performance will be performed by the Motorola Project Manager.

The City designated Project Manager will conduct and manage the project on behalf of the City. The City Project Manager labor rate is based on the salary and overhead for that position using the City's internal calculation method for overhead.

Expenses include X trips for meetings with impacted parties, at X number of travel miles, \$.44 reimbursement per mile.

6.2 Negotiations Support

Motorola will also advise and assist the City in negotiations with Sprint Nextel. Labor and expenses are included for X meetings during the negotiations, at X number of travel miles, \$.44 reimbursement per mile.

Project Management deliverables include:

Deliverables	Estimated Date of Completion
Execute Project Plan	At the end of the project schedule

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Project Management							
Fixed Project Support			48	\$64.50	\$3,096.00		City Technical Staff
Variable Project Support			46	\$64.50	\$2,967.00		City Technical Staff
Negotiations Support			18	\$64.50	\$1,161.00		City Technical Staff
Total Internal Cost			112		\$7,224.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Vendor Name
Project Management							
Fixed Project Support			48	\$175.00	\$8,400.00		Motorola
Variable Project Support			46	\$175.00	\$8,050.00		Motorola
Negotiations Support			18	\$175.00	\$3,150.00		Motorola
Total Vendor Cost			112		\$19,600.00	\$2,336.00	

7.0 Other

Deliverables listed below are related to special considerations and/or related subsystems impacted by the reconfiguration of the licensee's system.

800 MHz based MOSCAD systems are a part of the FNE and subject to the assessment and audit requirements described above and the reconfiguration requirements in Section 4. Since all licensees do not operate RF based MOSCAD systems, the associated costs for these tasks related to MOSCAD networks are included in the "other" cost section of this RFPF.

Other deliverables include:

Deliverables	Estimated Date of Completion
Supplemental Report for interoperability planning and coordination with adjacent jurisdictions	4.6 months after the kick off call
Supplemental report for Channel 69 RF interference analysis	4.6 months after the kick off call
Supplemental report for MOSCAD system with 90 RTU's	4.6 months after the kick off call

Internal Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (Hrs x Rate)	Expenses	Labor Name
Other (explain)							
Interoperability planning and coordination with			40	\$64.50	\$2,580.00		City Technical Staff

adjacent jurisdictions							
Channel 69 RF interference analysis			8	\$64.50	\$516.00		City Technical Staff
MOSCAD system with 90 RTU's			90	\$64.50	\$5,805.00		City Technical Staff
Total Internal Cost			138		\$8,901.00		

Vendor Labor Table

Planning Cost Category/Tasks	Start Date	End Date	Labor Hours	Labor Rate	Cost (hrs. x Rate)	Expenses	Vendor Name
Other (explain)							
Interoperability planning and coordination with adjacent jurisdictions			40	\$175.00	\$7,000.00		Motorola
Channel 69 RF interference analysis			8	\$175.00	\$1,400.00		Motorola
MOSCAD system with 90 RTU's			90	\$175.00	\$15,750.00		Motorola
Total Vendor Cost			138		\$24,150.00		

Vendor Contact Information:

Motorola
 c/o Robyn Mecej
 IL02-SWA2
 1301 E. Algonquin Rd
 Schaumburg, IL 60196
 Phone: (847) 725-4850

SCHEDULE C

800 MHZ RECONFIGURATION

PLANNING COST ESTIMATE – CERTIFIED REQUEST

Incumbent's Name: City of Hialeah, FL

Request for Planning Funding

Pursuant to the Order, Incumbent is required to reconfigure its existing facilities and requests Nextel to fund the following estimated planning costs:

Incumbent Payment Terms: Nextel will pay Incumbent an amount not to exceed the Planning Cost Estimate for Incumbent with respect to each category of work, as set forth below. Nextel will pay Incumbent Twenty Thousand One Hundred Twenty-Three Dollars and Seventy-Five Cents (\$20,123.75) within 15 days (30 days if Incumbent elects to be paid by check rather than electronic funds transfer) after receipt by Nextel of the fully executed Agreement and fully completed Incumbent Information Form (as set forth on Exhibit 1). Nextel will pay any outstanding balance of the Actual Planning Costs due to Incumbent within 30 days after the Planning Funding Reconciliation Date (as "Actual Planning Costs" and "Planning Funding Reconciliation Date" are defined in this Agreement).

Vendor Payment Terms: Nextel will pay each Planning Vendor an amount not to exceed the Planning Cost Estimate for that Planning Vendor with respect to each category of work, as set forth below. Nextel will pay each Planning Vendor within 30 days after receipt by Nextel of (A) an invoice from the Planning Vendor and (B) Incumbent's approval of receipt of goods and services and approval of associated costs included on the Planning Vendor invoice.

Description of Planning Work To Be Performed	Payee (separately identify Incumbent and each Planning Vendor being paid for work performed)	Planning Cost Estimate for Incumbent and each Planning Vendor (Not to exceed listed amount)
Legal – See Statement of Work <u>Schedule B</u>	City of Hialeah, FL	\$4,200.00
	Leibowitz & Associates, P.A.	\$9,400.00
Frequency Analysis – See Statement of Work <u>Schedule B</u>	City of Hialeah, FL	\$516.00
	Motorola	\$4,025.00
System Inventory – See Statement of Work <u>Schedule B</u>	City of Hialeah, FL	\$10,183.00
	Motorola	\$7,550.00
Engineering and Implementation Planning – See Statement of Work	City of Hialeah, FL	\$9,223.50

<u>Schedule B</u>	Motorola	\$29,698.00
Project Management – See Statement of Work <u>Schedule B</u>	City of Hialeah, FL	\$7,224.00
	Motorola	\$21,936.00
Other Costs (provide detailed description of nature of cost) – See Statement of Work <u>Schedule B</u>	City of Hialeah, FL	\$8,901.00
	Motorola	\$24,150.00
<u>Total Estimated Planning Costs</u>		\$137,006.50

Certification

Pursuant to the Order, Incumbent hereby certifies that the funds requested are the minimum necessary to support the planning activities to provide facilities comparable to those currently in use. Incumbent further certifies, to the best of Incumbent's knowledge, that any Planning Vendor costs listed on Schedule C are comparable to costs that Planning Vendor previously charged Incumbent for similar work.

Signature: _____
Print Name: Antonio Arce
Title: Telecommunications Manager
Phone Number: 305-883-5821
E-mail: aarce@hialeahfl.gov
Date: _____

EXHIBIT 1

Incumbent Information

THE FOLLOWING QUESTIONS ARE REQUIRED FOR PROCESSING ELECTRONIC FUNDS TRANSFERS. ALL INFORMATION CONTAINED HEREIN SHALL BE KEPT STRICTLY CONFIDENTIAL AND WILL BE USED ONLY IN COMPLETION OF THE PLANNING FUNDING AND FREQUENCY RECONFIGURATION TRANSACTION.

I. INCUMBENT INFORMATION

Please provide the following information:

Company/Name: _____ + _____
Contact: _____ Title: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

If not identified in the contract, please provide the following:

If Incumbent is a Partnership, please provide name, address and phone numbers of all other partners:

Name: _____	Name: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

II. BANK ACCOUNT INFORMATION (Required for payment via electronic funds transfer.)

Name of Bank: _____
Address of Bank: _____
City/State/Zip: _____
Bank Phone #: _____
ABA (Routing #): _____
Account #: _____
Name on Account: _____
Federal, State or Individual SS #: _____
Name of Brokerage Firm (if applicable): _____
Brokerage Account # (if applicable): _____

In the event Incumbent will not provide information for electronic funds transfer, Incumbent acknowledges that all payments made by check will be mailed within thirty (30) days of the date of performance required by Incumbent (for each payment) as stipulated in the Agreement.

**Acknowledged by Incumbent: _____
(signature required only if Incumbent does not want an electronic funds transfer)**

III. TAX INFORMATION

The Internal Revenue Service and state tax authorities require Nextel to report all transactions, even if the transaction is exempt from taxation (if so, it will be reported to the IRS as a like-kind exchange). Therefore, it is necessary for Nextel to collect the information below. If you have specific questions about your tax implications in this transaction, you should consult your own accountant or financial advisor.

Incumbent's Federal, State or Individual Tax ID #,
FEIN (Federal) or SSN (individuals):

State(s) – sales tax license, resale permit,
employment, etc.):

Local (if applicable):

Current State and County location for your
principal executive office:

If there has been more than one location for the
principal executive office within the past five (5)
years, list each such City/County/State location:

I hereby acknowledge that all of the information provided herein is true and correct as of the date signed below.

Incumbent Signature: _____

Print Name: _____

Title: _____

Date: _____